

ITEL

RECORDATION NO.

Filed 1425

May 4, 1984

MAY 22 1984 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

IteI Rail Corporation55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234**4-143A060**

No.

Date . MAY 22 1984

Fee \$... 10.00

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Bayne:

ICC Washington, D. C.

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of IteI Rail Corporation for filing and recordation as an additional filing under the Lease Agreement dated May 5, 1978 between IteI Corporation, Rail Division (as predecessor in interest to IteI Rail Corporation) and Atlanta and Saint Andrews Bay Railway Company, which Lease Agreement was filed on September 22, 1978 and given I.C.C. Recordation No. 9703, four counterparts of the following document:

Amendment No. 1 dated July 20, 1983 to Lease Agreement dated May 5, 1978 between IteI Corporation, Rail Division (as predecessor in interest to IteI Rail Corporation), and Atlanta and Saint Andrews Bay Railway Company.

The names and addresses of the parties to the aforementioned Amendment No. 1 are:

1. Atlanta and Saint Andrews Bay Railway Company
Post Office Box 669
Panama City, Florida 32401
2. IteI Rail Corporation
55 Francisco, 7th Floor
San Francisco, California 94133

The equipment covered by this Amendment is one hundred and ninety-six (196) 50' general purpose boxcars, A.A.R. mechanical designation XM, bearing reporting marks ASAB 7100-7165, ASAB 7167-7230, ASAB 7232-7259, ASAB 7261-7282 and ASAB 7284-7299 and one hundred and eighty-two (182) 60' general purpose boxcars, A.A.R. mechanical designation XM, bearing reporting marks ASAB 8000, ASAB 8003, ASAB 8007-8014, ASAB 8017-8020, ASAB 8022, ASAB 8025-8039, ASAB 8044, ASAB 8048-8065, ASAB 8067-8076, ASAB -8078-8190, ASAB 8192-8201.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

RECEIVED
MAY 22 11 25 AM '84
I.C.C.
OPERATION BR.

Mr. James H. Bayne, Secretary
May 4, 1984
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this document.

Sincerely,

Kathryn M. Thyret

Kathryn M. Thyret
Legal Assistant

KMT/csh
Enclosures

cc: Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Virginia Hanger
Itel Rail Corporation

0519
7/20/83

RECORDATION NO. 9703-C
Filed 1425

AMENDMENT NO. 1

MAY 22 1984 - 2 22 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of May 5, 1978 between ITEL CORPORATION, RAIL DIVISION ("Lessor") and ATLANTA AND SAINT ANDREWS BAY RAILWAY COMPANY ("Lessee") is made this 20th day of July, 1983 between Lessor and Lessee.

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to the Agreement, pursuant to which five hundred two (502) boxcars ("Car(s)") described on Equipment Schedule Nos. 1, 2, and 3, attached to and incorporated into the Agreement, have been leased and delivered by Lessor to Lessee.

WHEREAS, three (3) Cars bearing the reporting marks ASAB 7166, ASAB 7283 and ASAB 8191 were destroyed on or about January 8, 1983, two (2) Cars bearing the reporting marks ASAB 8023 and ASAB 8066 were destroyed on or about August 26, 1977 and ASAB 7231, ASAB 7260, ASAB 8077 were destroyed, respectively, on or about September 11, 1978, March 31, 1983, and February 26, 1978.

WHEREAS, pursuant to the termination letter dated June 17, 1983 from Lessor to Lessee, the Agreement was terminated with respect to solely sixteen (16) Cars bearing reporting marks from within the series ASAB 8001 through and including 8047 as described in Equipment Schedule No. 2 attached to and incorporated into the Agreement.

WHEREAS, Lessor and Lessee desire to amend the Agreement to reflect the Cars remaining subject to the Agreement.

NOW, THEREFORE, in consideration of the mutual premises and agreements made herein, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. The Equipment Schedule Nos. 2 and 3, executed respectively on October 5, 1976 and June 2, 1978, and attached to and incorporated into the Agreement, are hereby deleted in their entirety, and Equipment Schedule Nos. 2.A. and 3.A., attached hereto, shall be substituted therefor.
3. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.

4. The parties agree that all rights and obligations of Lessor may be assigned to Itel Rail Corporation upon confirmation and effectiveness of a Plan of Reorganization for Itel Corporation by the United States Bankruptcy Court Northern District of California or by another court of competent jurisdiction, and that upon such assignment and upon the assumption to Itel Rail Corporation of all of Itel Corporation's obligations hereunder, Itel Corporation is hereby released from all liabilities hereunder without further action by the parties and Itel Rail Corporation shall assume all such obligations without further action by the parties.
5. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,
RAIL DIVISION

By: 

Title: President

Date: 8/12/83

ATLANTA AND SAINT ANDREWS BAY
RAILWAY COMPANY

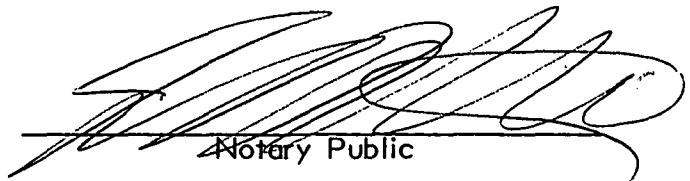
By: 

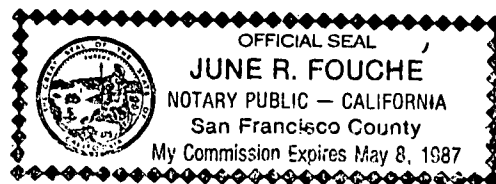
Title: President

Date: August 3, 1983

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 15 day of August, 1983, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



STATE OF Florida)
)
COUNTY OF Bay) ss:

On this 3rd day of August, 1983, before me personally appeared R. V. Hooks, to me personally known, who being by me duly sworn says that such person is President of Atlanta and Saint Andrews Bay Railway Company, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

MY COMMISSION EXPIRES FEB. 3, 1984

EQUIPMENT SCHEDULE NO. 2.A.

Itel Corporation, Rail Division hereby leases the following Cars to Atlanta and Saint Andrews Bay Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of May 5, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	50' general purpose boxcar, Plate C, with end of car cushioning and nailable steel floors	ASAB 7100- 7149;	50'7"	9'6"	11'0"	10'	50
		ASAB 7150- 7165	50'6"	9'6"	11'1"	10'	49
		ASAB 7167- 7199					
XM	60' general purpose boxcar, Plate E, with end of car cushioning and nailable steel floors	ASAB 8000; ASAB 8003; ASAB 8007-8014; ASAB 8017-8020; ASAB 8022; ASAB 8025-8039; ASAB 8044; ASAB 8048-8065; ASAB 8067-8076; ASAB 8078-8099	60'10"	9'6"	11'5"	10'	81

ITEL CORPORATION,
RAIL DIVISION

BY: 

TITLE: President

DATE: 8/12/83

ATLANTA AND SAINT ANDREWS BAY
RAILWAY COMPANY

BY: 

TITLE: President

DATE: August 3, 1983

EQUIPMENT SCHEDULE NO. 3.A.

Itel Corporation, Rail Division hereby leases the following Cars to Atlanta and Saint Andrews Bay Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of May 5, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XM	50' general purpose boxcar, Plate C, with end of car cushioning and nailable steel floors	ASAB 7200-	50'6"	9'6"	11'1"	10'	97
		7230;					
		ASAB 7232-					
		7259;					
		ASAB 7261-					
		7282;					
		ASAB 7284-					
		7299					
XM	60' general purpose boxcar, Plate E, with end of car cushioning and nailable steel floors	ASAB 8100-	60'10"	9'6"	11'5"	10'	101
		8190; ASAB 8192- 8201					

ITEL CORPORATION,
RAIL DIVISION

BY: 

TITLE: President

DATE: 8/12/83

ATLANTA AND SAINT ANDREWS BAY
RAILWAY COMPANY

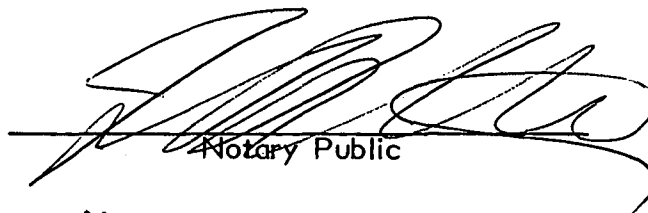
BY: 

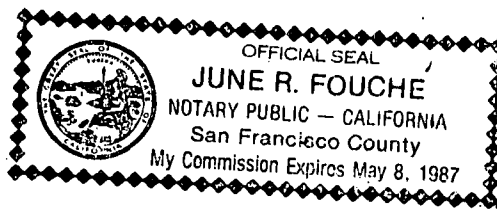
TITLE: President

DATE: August 5, 1983

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 15 day of August, 1983, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Equipment Schedule Nos. 2.A. and 3.A. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



STATE OF Florida)
) ss:
COUNTY OF Bay)

On this 3rd day of August, 1983, before me personally appeared A. V. Hooks, to me personally known, who being by me duly sworn says that such person is President of Atlanta and Saint Andrews Bay Railway Company, that the foregoing Equipment Schedule Nos. 2.A. and 3.A. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

MY COMMISSION EXPIRES FEB. 3, 1984